

USDC SDNY DOCUMENT ELECTRONICALLY FILED DOC #: DATE FILED: 1/10/2023
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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EXTREME REACH, INC.,	:
	:
Plaintiff,	:
-against-	:
	:
	22-CV-7948(VEC)
	:
PGREF I 1633 BROADWAY LAND, L.P.; 1633	:
BROADWAY OWNER I, LP; and 1633	:
BROADWAY OWNER II, LP,	:
	:
Defendants.	:
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SEALED OPINION &
ORDER

VALERIE CAPRONI, United States District Judge:

Plaintiff Extreme Reach, Inc. (“Extreme Reach”), a tenant that leases two floors in a building owned by Defendants, brought suit against Defendants seeking a declaratory judgment that Plaintiff had properly terminated the operative lease agreement. *See* Complaint, Dkt. 1. During the course of discovery, Defendants produced an email that spurred a weekslong kerfuffle over the propriety of Defendants’ redactions of several other documents on the grounds of attorney-client privilege. Pursuant to the Undersigned’s Individual Practices, the parties contacted chambers, and a hearing regarding the discovery dispute took place by telephone on November 10, 2022, *see* Dkt. 24, followed by a Pretrial Conference on November 18, 2022, *see* Dkt. 27. After inspecting the documents *in camera*, the Court outlines below its conclusions with respect to the disputed documents.¹

¹ Copies of all documents and communications reviewed, *in camera*, by the Court will be retained and filed in a manner consistent with this Opinion and Order, *i.e.*, with material redacted that the Court concludes is privileged. That filing shall also include Defendants’ letter submissions. *See infra*, n. 3.

I. BACKGROUND

Extreme Reach leases the fifth and sixth floors of a building owned by Defendants. *See* Compl. ¶ 2. Extreme Reach alleges that it properly provided Defendants with a termination notice and early payout of more than \$7 million but that Defendants intentionally refused to accept the termination so that it could hold Extreme Reach to the lease for the duration of its term. *See* Pl. Dec. 12, 2022 Letter at 1, Dkt. 38. Plaintiff seeks a declaratory judgment that the lease contract has been terminated. Compl. ¶ 75. Defendants counterclaimed for a declaratory judgment that Plaintiff's purported termination notice was not effective because it was not provided in accordance with the provisions of the lease. *See* Answer ¶¶ 39–53, Dkt. 20.

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II. GOVERNING LAW

A. Attorney-Client Privilege⁹

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⁷ [REDACTED]

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III. DISCUSSION

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IV. CONCLUSION

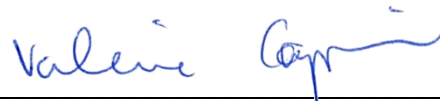
For the foregoing reasons, Defendants are hereby ORDERED to produce in full the following documents consistent with this Opinion and Order, by no later than **January 25, 2023**: PGREF00308 (McManus Email from July 12, 2022 at 1:33 PM); PGREF00223 (same); and PGREF00220 (same); PGREF00230; PGREF00238; PGREF00308; PGREF00237; PGREF00310; PGREF00324–328; PGREF00329–331; PGREF00333, and PGREF00335.

This Opinion and Order, other than the first and last two paragraphs, will be filed under seal until January 24, 2023, with access restricted to Defendants only so as to give Defendants time to decide whether they wish to seek a stay to pursue an appeal. If no stay has been sought **by 5:00 p.m. on January 24, 2023**, this Opinion and Order will be unsealed in full.

The Clerk of Court is respectfully directed to restrict access to the unsealed version of this opinion so that it is viewable only by Defendants.

SO ORDERED.

Date: January 10, 2023
New York, New York



VALERIE CAPRONI
United States District Judge